STATE OF ALABAMA

2000021454 Book-4821 Page-0467 Total Number of Pages: 2

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Kensey Prentiss Mixon, Jr., a married man, the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to the said grantor by Billy R. Carroll, the grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto said grantee, his heirs and assigns, subject to the provisions hereinafter contained, all of that real property located in the County of Mobile, State of Alabama, which is described as follows:

Begin at the Northwest corner of Lot Three of Fractional Section 15, Township 5 South, Range 1 West and run East 122 feet to a point on the East line of Cedar Point Road, thence run South 14 degrees 30 minutes West along the East line of said Cedar Point Road 741 feet to a point marked by an iron pipe, for the point of beginning; thence run 77 degrees 15 minutes East 360 feet to a point, thence run South 14 degrees 30 minutes West 75 feet to a point, thence run North 77 degrees 15 minutes West 360 feet to a point on the East line of Cedar Point Road, thence run North along the East line of Cedar Point Road, 14 degrees 30 minutes East, 75 feet to the point of beginning.

EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said property and all rights in connection therewith which may have been granted, reserved or leased to others by instruments of record in the office of the Judge of Probate of Mobile County, Alabama; and

It is the express intent of the grantor herein to convey ownership of all oil, gas and other mineral interests in, on and/or under said property and all rights in connection therewith which have not been previously granted to or reserved by others.

The above described real property does not constitute the homestead of the grantor herein.

together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances and improvements belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same unto said grantee, his heirs and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights-of-way and building set back lines, if any, applicable to said property of record in the office of the Judge of Probate Court of Mobile County, Alabama.

And, except as to the above and the taxes hereafter falling due, the said grantor, for himself, his heirs and assigns, hereby covenants with said grantee, his heirs and assigns, that he is seized of an indefeasible estate in fee simple in and to said property, that he has a good and lawful right to convey the same, that said property is free and clear of all encumbrances, that he has the right to the possession, quiet use and enjoyment of said property and that he does hereby

12-12020-mg Doc 9232-3 Filed 10/06/15 Entered 10/08/15 11:29:20 Exhibit C Pg 2 of 7

WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof unto said grantee, his heirs and assigns, against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed on this the 30 day of March, 2000.

Kansu Prentis Mixo SEAL Kensey Prentiss Mixon, Jr.

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned notary public, in and for said State and County, hereby certify that Kensey Prentiss Mixon, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 30th day of March 2000.

Notary Public,

1-8-2003

Mailing address of grantee:

2285 Cedar Point Rd Mobile AL 36605

This instrument prepared by:

Chase R. Laurendine Attorney At Law 5909 Airport Blvd. P. O. Box 850817 Mobile, Alabama 36685

> State of Alabama - Mobile County I certify this instrument was filed on: Tue, Apr-04-2000 @ 4:37:20PM

DEED TAX S. R. FEE SURCHARGE RECORDING FEE \$0.50 \$2.00 \$10.00 \$6.00 \$18.50

2000021454 L.W. NOONAN, Judge of Probate

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GAINES TITLE, INC. 5920-E Grelot Road - Suite 1 Mobile, Alabama 36609 Phone (334) 344-1521 Fax (334) 343-7066

May 3, 2000

Mr. and Mrs. Billy R. Carroll 2285 Cedar Point Road Mobile, Alabama 36605

Re: Kensey Prentiss Mixon, Jr. Billy R. Carroll and Cristie A. Carroll Our File No. G6709

Dear Mr. and Mrs. Carroll:

Please find enclosed the following:

- 1. Original recorded warranty deed from Kensey Prentiss Mixon, Jr. to Billy R. Carroll (CARCASING) recorded in the Probate Office of Mobile County, Alabama, in Real Property Book 4821, Page 467.
- 2. Ticor Title Insurance's policy of owner's title insurance No. 01 3176 106 00000650.

You should have this property assessed in your name(s) for taxes at the Tax Collector's office in the Mobile County Courthouse before December 31, 2000. If this property is to be your principal residence, be sure to claim your homestead exemption.

Thank you for allowing us to assist you in this matter. If you have any questions or if we can be of further assistance, please feel free to give us a call.

Very truly yours,

GAINES TITLE, INC.

Carol G. Harrison

enclosures

OWNERS SCHEDULE A

Agent File No.: G6709

Owners Policy No.: 01 3176 106 00000650

Date and Time of Policy: April 4, 2000 at 4:37 P.M.

Amount of Insurance: \$63,000.00

NOTE: A loan policy on the encumbrance described in this Schedule has been issued naming as the insured: SouthTrust Mortgage Corporation

1. Name of Insured:

Billy R. Carroll and Cristie A. Carroll

2. The estate or interest in the land described in this Schedule:

Fee Simple

3. The mortgage, hereinreferred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage from Billy R. Carroll and Cristie A. Carroll to SouthTrust Mortgage Corporation dated March 30, 2000 and recorded in the Probate Office of Mobile County, Alabama, on April 4, 2000 at 4:39 P.M., in Real Property Book 4821, Page 469.

4. The land referred to in this Policy is in the State of Alabama, County of Mobile, and described as follows:

SEE ATTACHED EXHIBIT "A"

Dated: May 3, 2000 GAINES TITLE, INC.

BY: (wel Differreson

File # G6709

EXHIBIT A

Begin at the Northwest corner of Lot Three of Fractional Section 15, Township 5 South, Range 1 West and run East 122 feet to a point on the East line of Cedar Point Road, thence run South 14 degrees 30 minutes West along the East line of said Cedar Point Road 741 feet to a point marked by an iron pipe, for the point of beginning; thence run 77 degrees 15 minutes East 360 feet to a point, thence run South 14 degrees 30 minutes West 75 feet to a point, thence run North 77 degrees 15 minutes West 360 feet to a point on the East line of Cedar Point Road, thence run North along the East line of Cedar Point Road, 14 degrees 30 minutes East, 75 feet to the point of beginning.

Authorized Signatory

OWNERS SCHEDULE B

Agent File No.: G6709

Owners Policy No.: 01 3176 106 00000650

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: Exceptions numbered - none - above are hereby deleted.

SPECIAL EXCEPTIONS: The mortgage, if any, referred to in Item 4 of Schedule

- 6. General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
- 7. This policy does not insure against loss or damage which may arise from any municipal assessments not recorded in the Probate records.
- 8. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 632, Page 534 and Real Property Book 371, Page 189.
- 9. Easement and/or building setback line as shown on record plat.

cgh

The recording references refer to the records in the office of the Judge of Probate, Mobile County, Alabama, unless otherwise indicated.